

**COOPERATIVE AGREEMENT FOR A JOINT VENTURE PROJECT**  
**Between COUNTY of FRESNO and GOLDEN PLAINS UNIFIED SCHOOL DISTRICT**

This Agreement (hereinafter “this Agreement”) made and entered into on this 16 day of December, 2003 by and between the County of Fresno, a political subdivision of the State of California (hereinafter “County”), and the Golden Plains Unified School District Board, the governing Board of a school district organized and constituted under the laws of the State of California (hereafter “District”), both jointly referred to hereinafter as “the Parties.”

**WHEREAS:**

A. County operates a County free library system for the benefit and use of all residents of Fresno County in the Fresno County Free Library (hereinafter “the Library”) service area; and

B. Such operation of a County free library is specifically authorized by Education Code Section 18130; and

C. District operates school libraries for the education of and use and research by its students, teachers and staff; and

D. California voters approved the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (hereafter “Library Bond Act of 2000”) (Education Code Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985 – 20011, and Title 5, Division 2, Chapter 3, Articles 1-2, Sections 20430-20444 of the California Code of Regulations); and

E. Under Education Code Section 19985.5, the Legislature finds and declares the following: (a) Reading and literacy skills are fundamental to success in our economy and our society; (b) The Legislature and Governor have made enormous strides in improving the quality of reading instruction in public schools; (c) Public libraries are an important resource to further California’s reading and literacy goals both in conjunction with the public schools and for the adult population; (d) The construction and renovation of public library facilities is necessary to expand access to reading and literacy programs in California’s public education system and to expand access to public library services for all residents of California; and

F. County is eligible to apply for a construction grant to build a new County Library branch in Tranquillity under the Library Bond Act of 2000 authorized under Education Code Sections 19988, 19989, and 19993, administered by the California State Library, with awards being made by the California Public Library Construction and Renovation Board (hereafter “Bond Act Board”); and

G. Pursuant to Education Code Section 19994 (a) (1), first priority shall be given to joint use projects in which the agency that operates the library and one or more school districts have a cooperative agreement; and

H. It is expected that said construction, if awarded by the Bond Act Board and approved by the Fresno County Board of Supervisors, may be completed by 2006 and

I. It is to the benefit of County, District, and members of the community of the District and surrounding rural areas as encompassed by the District boundary and the Library Tranquillity Service Area boundary to provide Joint Venture Services; and

J. County is required by Education Code Section 19999 to dedicate the new facility to direct public library services; and

K. County is required by Title 5, California Code of Regulations, Section 20440 (e) (3) (G) to make a commitment that the new facility shall be dedicated to public library direct service use for a period of 40-years following completion of construction, regardless of any operating agreements the applicant may have with other jurisdictions or parties.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Library Operations: The County shall operate a county free library for the use and enjoyment of both the general public and District students and shall staff and operate the library pursuant to the terms and conditions set forth in the attached Exhibit “B” which is incorporated herein by this reference.

2. Facility Use: The facility shall be operated in compliance with the general procedures, policies and practices of the Library system.

3. Party Responsibilities: The Parties will each use their best efforts to ensure the continuation and completion of those responsibilities set forth in the attached Exhibit “A” which is incorporated herein by reference.

4. Location: The proposed Tranquillity Branch Library is to be located on the southwest side of Williams Street between Anthony Street and Juanche Street within the unincorporated community of Tranquillity.

5. The legal description. Lots 4,5,6 and 7 in Block 11 of the Town of Tranquillity, In The County Of Fresno, State of California, According to the Map Thereof Recorded in Book 4, Page 59 of Record of Surveys, Fresno County Records.

6. Ownership: County owns the site, and will own and maintain the facility, furnishings, equipment, technology, and library materials, pursuant to Education Code Section 19999 and Title 5, California Code of Regulations, Section 20440 (e) (3) (G).

7. Management and Funding: At County’s expense, County shall employ professional and support staff, as it deems appropriate, for the general management and supervision of the Tranquillity Branch Library and to provide library services at the branch at such levels as the Library deems appropriate to meet community needs. All staffing levels are subject to approval by the County Board of Supervisors. Library district revenue, County and Measure B sales tax revenues are the main source of funding for the Library supplemented with funding from the State Public Library Foundation grant, fines, fees, other grants and gifts.

At District’s expense, District shall pay annual operational costs for instructional and support staff, books, resources and programs as set forth in the attached Exhibit “A” and “B” which are incorporated herein by reference. District funding is derived from State and Federal revenues supplemented by grants and gifts. The total monetary value of the District’s annual contribution will fluctuate based on annual State and Federal revenues, staff salaries and costs for materials.

8. Maintenance: County shall provide all custodian maintenance services, landscaping, utilities, telephone, computer maintenance, and other communication services for the library use of the premises, and shall maintain the interior and exterior of the facility in a fit and safe condition.

9. Insurance/Indemnification: Each of the Parties shall indemnify, hold harmless, and, upon request, defend each other from any claim or liability arising out of any act or omission or any injury or loss arising out of the negligence or misconduct of their respective employees, agents, invitees, or licensees to the employees, agents, invitees, or licensees of the other or to any third party. This may be accomplished by insurance or by self-insurance.

County shall procure and maintain a policy of general premises liability insurance to cover its use of the premises, or at County's option, provide equivalent coverage and indemnity through its self-insurance program. Each of the Parties shall bear sole responsibility for its own acts or omissions through its respective employees and agents, and the District's students.

10. Term/Termination: The term of this Agreement shall be for 20 years, pursuant to Title 5 of the Library Bond Act of 2000 regulations for providing joint use services and programs consistent with the intent of this Agreement, to commence at the time of the issuance of the certificate of completion of the Tranquillity Branch Library. Thereafter, the term of this Agreement shall continue for successive terms of one year, commencing on the issuance of the certificate of completion of the Tranquillity Branch Library and automatically renewed on October 1 of each year thereafter. Notwithstanding County's obligation to operate and maintain the Tranquillity Branch Library for a period of 40-years, this Agreement may be terminated after the 20-year term, without cause, by either of the Parties, upon forty-five (45) days written notice to the other party.

11. Review and Modification: During the first year of this agreement an advisory committee comprised of an equal number of representatives from the Library and District and at least one parent volunteer shall meet quarterly to plan, review, evaluate and modify as necessary programs and activities set forth in the Joint Venture Services. The advisory committee shall develop evaluation methodology during the first year of operation to facilitate the review and modification process. During year two and beyond the advisory committee shall meet biannually for planning, evaluation and modification of programs and activities as necessary. Library and District staff shall engage in on-going communication and either agency may initiate an advisory committee meeting as needed with a 30-day notice. Changes in the programs and activities shall not constitute an amendment of the agreement, provided the Homework Center and Family Literacy Center Joint Venture Services continue.

12. Censorship and/or Control of Materials: As County operates a county free library system for the benefit and use of all residents of County in accordance with the Constitution of the United States and the Library Bill of Rights embraced by all public libraries in the United States, District shall have no right, power and/or ability to censor or review the materials selected for placement in the general circulation of the Tranquillity Branch Library, nor will it have any right, power or ability to censor Internet access.

13. Patron Comments About Materials/Service/Programs/Staff: Any comments received concerning any materials, services, programs, or staff at the Tranquillity Branch Library shall be referred to the Branch Supervisor, and thereafter be processed and resolved in accordance with the policies and procedures of the Library.

14. Notices: Any notices required or permitted to be given under this Agreement shall be deemed given when deposited, postage prepaid, with the United States Postal Service, addressed as follows:

To District:  
Golden Plains Unified School District  
Attention: District Superintendent  
22000 Nevada Street, P.O. Box 937  
San Joaquin, CA 93660

To County:  
Fresno County Free Library  
Attention: County Librarian  
2420 Mariposa Street  
Fresno, CA 93721

15. Field Act: This joint venture project is not subject to the Field Act. This joint venture project will never have more than 24 K-12 students required to be at the Tranquillity Branch Library facility for educational purposes, nor is the project located on school property.

16. Venue: Notwithstanding the provisions of CCP §394, if either of the Parties initiates an action to enforce any term hereof, or to interpret and/or declare rights hereunder, the Parties agree that venue thereof shall only be in Fresno County.

17. Captions: Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

18. Severance: The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity and/or enforceability of any other provision.

19. Interpretation: The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties, and that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any of the Parties, but rather by construing the terms in accord with their generally accepted meaning. The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Extent of Agreement: Each of the Parties acknowledges that each has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement shall be amended only by written instrument duly authorized and executed by both of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

GOLDEN PLAINS UNIFIED  
SCHOOL DISTRICT

COUNTY OF FRESNO

By \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Trustees

By \_\_\_\_\_  
JUAN ARAMBULA, Chairman  
Board of Supervisors

ATTEST: BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
KAREN BOSCH COBB  
Interim County Librarian

APPROVED AS TO LEGAL FORM:

PHILLIP S. CRONIN  
County Counsel

\_\_\_\_\_  
Deputy

## Exhibit A Party Responsibilities

The County is committed to providing District students and families with access to information and the resources they need to succeed. The focused, **Joint Venture Services** described herein respond to the needs assessment findings and represent a collaborative effort between the County, District and community to enhance the educational and recreational opportunities available to students, families and residents within the rural area served by the Tranquillity Library.

### Homework Center

**District:** In support of its students and families, the District will:

- Contribute 10 hours per week of paid instructional or support staff to supervise County Homework Center operations and volunteers during the school year. Proposed staff hours are Monday - Thursday, 3:30p.m-6:00p.m. Primary duties will include monitoring and assisting students with homework assignments, library resources and supervision of homework volunteers. Staff will be cross trained to provide library circulation and readers' assistance services as secondary duties.
- Collaborate with the County, on recruitment and training of at least four (4) adult and high school volunteers to assist students in the Homework Center. Volunteers will be available Monday-Thursday from 3:30-6:00. Volunteers will be scheduled to help students on weekends and during school vacation periods based on need. Recruitment will be on-going to maintain a pool of at least four (4) homework volunteers during the school year.
- Contribute reference copies of authorized K-12 textbooks in core subject areas as needed to support homework assignments. The textbook collection will be evaluated and updated annually.
- Collaborate with the County to schedule class field trips for Homework Center orientation, and instruction on library resources, research methods and evaluating information. Field trips will be scheduled continuously during the school year.
- Form an advisory committee to meet with County Library staff and volunteers for on-going review and evaluation of joint venture programs and activities. Meetings will be held quarterly during the first year and biannually thereafter. Review will include discussion of general curriculum trends, specific class assignments and required reading lists to assist with library collection development, exploration of shared electronic resources and collaborative programming.
- Incorporate discussion of Joint Venture Services in regular meetings with staff, parent and governing board, school newsletters and other forms of communication to share information about services and gather input for the review and modification process.
- Pursue alternative funding in the form of grants and gifts donations with the County to support and enhance Homework Center resources and services.

**County:** In support of District students, staff and families, the County will:

- Provide a multi-purpose room that will function as a Homework Center for use by students and meeting area for community organizations to host various activities. The County will furnish the multi-purpose room with four (4) computer stations, tables, appropriate seating, and multi-media equipment. Four (4) additional computers will be available in the library area. An adjacent kitchenette will permit light refreshments to be served at programs and events.
- Reserve the multi-purpose room for K-12 students after school Monday-Thursday. Weekend and vacation use for homework will be scheduled upon request. The multi-purpose room will also be available for community meetings and events during and after library hours.

- Collaborate with the District to recruitment and train at least two (2) community volunteers to work eight (8) hours per week during the summer in support of expanded library service hours.
- Purchase a collection of print and non-print homework resources that supports District curriculum. Resources will include Internet access, the library catalog and databases, subscription to an on-line homework help service, and current productivity software.
- In conjunction with the project advisory committee, develop and maintain learning aids, such as bookmarks, bibliographies, pathfinders, and lists of web sites that support the needs of students and staff.
- Instruct and inform District students, staff, families and governing board on library services including, the on-line catalog, databases, computer training, range of resources and programs.
- In conjunction with the project advisory committee, plan and co-sponsor a range of information and computer literacy workshops appropriate for children through adults to promote thoughtful and analytical use of online resources. Presentations will be scheduled at flexible times for all ages.

### **Family Literacy Center**

**District:** In support of its students, families and the community, the District will:

- Schedule and implement Alternative Education classes in the County multi-purpose room/Homework Center. Classes will include, but are not limited to GED, continuing education for teens and adults enrolled in high school completion programs, English as a Second Language (ESL) and CBET classes for adult English learners.
- Provide the County with a collection of curriculum resources in English and Spanish that support Alternative Education instruction and self-guided study. Curriculum resources will be evaluated and updated annually to maintain currency.
- Co-sponsor bilingual 2 or more family programs annually that encourage shared reading and learning activities in the home. It is intended that the varied content will appeal to many age and skill levels.

**County:** In support of District students, families and the community, the County will:

- Provide specialized outreach services at District sites and local preschools targeting children 0-6 years of age, their parents/care givers and instructional staff to foster early childhood literacy.
- Partner with the District and County agencies to co-sponsor informational forums for teen parents. Proposed forum topics include continuing education, parenting skills, early childhood literacy, health and developmental needs of young children.
- Host pre-school programs for children of teen parents who attend informational forums.
- Provide a multi-media parenting collection that respond to the specific needs of teen parents. The collection will include resources contributed by the District and County agencies.
- Partner with the District and local community college to recruit and train adult literacy tutors and provide information about literacy services to District adult English learners and families.
- Purchase a collection of literacy resources in both English and Spanish that respond to the varied learning styles and skill levels of all ages. ESL, GED and electronic resources that support the District's Alternative Education curriculum will be included in the literacy collection.

## Exhibit B Library Operations

### **Hours of Service:**

Tranquillity is one of 4 libraries within the Fresno County Library system (FCL) that serves small communities of fewer than 6,000 residents. The current FCL standard for branches that serve small communities is 12 open hours per week. The County will expand general service to 20 hours per week based on the needs assessment findings and proposed service enhancements. The eight (8) additional service hours per week will be funded during the school year by County and District cooperative staffing. Community volunteers will be recruited and trained to support the 8 additional hours of service during the summer months.

Current service hours at the Tranquillity Library are: Monday and Thursday, 1:00-5:00 and Saturday, 11:00-3:00. Proposed hours of operation for the new facility are: Monday-Wednesday, 2:00-6:00, Thursday, 1:00-6:00 and Saturday, 12:00-3:00. Actual service hours will be determined in collaboration with District advisors and the community. The Tranquillity Library facility and staff will be available to the District and community for tours, orientations, workshops, programs and meetings before and after regularly scheduled hours of operation upon sufficient notification by the requesting party. Consistent with general library policy, hours of service will be reviewed biannually and appropriate changes implemented to meet community needs.

### **Number and Classification of Staff:**

The current staffing pattern in FCL branches that serve a population of 6,000 or fewer residents includes 1 part-time Library Assistant and extra-help Library Aides and Assistants as needed. All FCL branches are supported by numerous Central Library professional staff and senior paraprofessional staff who provide administration, supervision, training, collection development, technology and programming services.

The **County** will staff the new facility as follows: one (1) part-time Librarian-bilingual, one (1) part-time Library Assistant and 1 part-time Library Aide. Bilingual (Spanish-English) staff will be recruited to fill vacancies created through expanded hours of service. This staffing pattern is consistent with FCL branches which provide similar hours and levels of service. The library is currently conducting a system wide audit of staffing patterns to evaluate alignment of resources with service demands.

Central Library professional staff and senior paraprofessional staff will provide administration, supervision, training, collection development, programming and technology support. Central support will include: (1) Librarian Supervisor, (1) Senior Library Assistant, (1) Youth Services Manager, (1) Young Adult Coordinator, (1) Literacy Services Coordinator, (1) Volunteer Coordinator, (1) Training Coordinator, (1) Support Services Manager and numerous Technical Support staff.

The **District** will contribute one (1) part-time Instructional or support staff to supervise K-12 Homework Center operations and volunteers during the school year. Bilingual staff will be assigned as resources permit. Homework Center staff will be cross trained to support general library service delivery as needed. Two (2) District instructional staff will conduct Alternative Education classes in the multi-purpose room. Three (3) instructional staff will serve on the Joint Venture Services advisory committee. District administrative staff will recruit, hire, supervise and evaluate all District personnel assigned to Joint Venture Services consistent with District personnel policies.

**Volunteers** will be recruited and trained during the first year of operation as follows: Four (4) adults and/or teens for homework help; two (2) adults for general library duties; three (3) adults for one-on-one or small group adult literacy instruction. Recruitment and training will be continuous to maintain a volunteer pool commensurate with needs of the community. District parents or care givers will be encouraged to volunteer and become involved in the learning activities of their children and community.